



Agreement Between

The Board of Trustees
of
Gloucester County College

and the paraprofessional

Members of The Gloucester County College
Federation of Teachers
which is Affiliated with AFT, AFL-CIO

1995-1998

Effective July 1, 1995

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and

This Agreement entered into this February 1, 1995 by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Gloucester County College Federation of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter called the Federation, represents a complete agreement between the parties, and provides that:

(a) The Board recognizes the Federation as the exclusive collective negotiations representatives of a bargaining unit consisting of the following paraprofessional employees:

Media Technician	Admissions/Recruitment Coordinator
Library Technicians	Academic Advisement Coordinator
Financial Aid Technician	Student Activities Coordinator
Computer Instruction Lab Technician	Outreach/EOF Coordinator
	Admissions Technician

The Board also agrees to include within said bargaining unit any newly-created paraprofessional position in the Library/Media Center.

Excluded from the bargaining unit shall be paraprofessional employees in the following offices, divisions, and areas of the College

Administrative Services

Personnel

Community Services

Health Services

Tutorial Services

Newly-created paraprofessional positions in offices, divisions or areas other than those enumerated above will not be specifically included in, or excluded from, the bargaining unit. Such new positions will be dealt with on a case-by-case basis.

(b) The following positions and employees shall be excluded from the bargaining unit: Non-paraprofessional employees, managerial executives, confidential employees, police,

1 professional employees, supervisors, employees in other
2 College bargaining units, the Co-op Education/Student
3 Employment Coordinator, and all positions that the parties
4 have not agreed to include in this bargaining unit.

5 1.2 Contrary to Law

6 If any provision of this agreement or any application of the
7 Agreement to any unit member or group of unit members shall be
8 found contrary to law, then such provision or application
9 shall be void, but all other provisions or applications of
10 this agreement shall continue in full force and effect.

11 1.3 Amendment

12 Should the parties agree to an amendment of this Agreement
13 such amendment shall be reduced to writing, submitted to
14 ratification procedures of the Board and the Federation, and
15 if ratified, become part of the Agreement.

16 1.4 Released Time for Negotiations

17 When mutually determined negotiating meetings are planned
18 during the working day, one member of the bargaining unit will
19 be granted released time.

20 1.5 Budget Information

21 The Board will make available to the Federation upon written
22 request:

23 (1) The number of paraprofessionals within the unit and their
24 respective titles and salaries.

(2) Other reports within the public domain.

1.6 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Maximum size of each negotiating team at any one session shall not exceed four (4) in number. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals.

1.7 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all members of the paraprofessional unit now employed, upon notice of appointment for the duration of this agreement. The Board will supply ten (10) copies to the Federation. Candidates for employment who have been offered a position by the Board will be furnished a copy of the Agreement between the College and the Paraprofessional Unit along with their contract of employment.

1.8 Continuing Consultation

The Paraprofessionals Group will meet with the President and appropriate administrators, once a year, to discuss administration of this Agreement and/or concerns of mutual interest.

1
2 1.9 Non-Discrimination

3 To the extent required by statutes, there shall be no
4 discrimination by either the Board or the Federation based on
5 age, sex, race, color, creed, religion, handicaps, national
6 origin, or political affiliation.
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3.1 Holidays

3.2 Working Hours

Any proposed changes of the working hours and days will be negotiated with the Federation concerning impact. In the event that campus-based classes are canceled for any emergency, no paraprofessional who is scheduled for on-campus assignment is required to work for the duration of said cancellation. In addition, in the event that any off-campus facility to which an employee is assigned is declared officially closed for any emergency, no unit member who is assigned to such facility will be required to work for the duration of said cancellation.

1 3.2b Make-up Days

2 Days of normal work which are proposed for closing (of the
3 College) shall first be advised to the Union at least thirty
4 (30) calendar days in advance and representatives of the Board
5 and Union shall meet at a time of mutual convenience to
6 resolve a method(s) to make up such time.

7 3.3 Overtime

8 All work required in excess of thirty-five (35) hours and
9 through forty (40) hours in the work week shall be paid at the
10 regular straight time rate.

11 All work required in excess of forty (40) hours per work week
12 shall be paid at one and one-half (1 1/2) times the regular
13 straight time rate.

14 All work required on Board approved holidays shall be paid at
15 two and one-half (2 1/2) times the regular straight time rate.

16 If overtime is required, the administration will endeavor to
17 give twenty-four (24) hours advance notice of overtime
18 requirements. However, such notice shall be at least four (4)
19 hours prior to the commencement of any overtime requirement
20 unless agreed to by the employee.

21 3.4 Job Descriptions

22 All members of the bargaining unit shall have a current job
23 description. If a change in the terms and conditions of
24 employment of a unit member is proposed, or if a reduction in

1 force is proposed, the Federation shall be notified and shall
2 have the opportunity to negotiate concerning such changes or
3 impact in accordance with Chapter 123, Public Laws of New
4 Jersey, 1974.

5 3.5 Off-Campus Activities

6 (a) Off campus business shall be defined as an activity,
7 approved by the President or his designee, which requires a
8 unit member to leave campus.

9 (b) If a unit member is required or received approval to make
10 a trip on college business, the unit member shall be
11 reimbursed for the most convenient and economical mode of
12 transportation or at the specified auto mileage reimbursement
13 rate.

14 (c) A unit member will be compensated at twenty-two (22)
15 cents per mile for travel to and from off-campus assignments
16 in excess of the mileage required for a round trip to the
17 college from his/her home.

18 3.6 Meal Allowance

19 Unit members who have completed a regular work day and are
20 required to return to work for an evening assignment will be
21 entitled to a \$7.50 dinner allowance.

ARTICLE IV

Personnel Files

1 (d) The administrator in charge will be responsible for the
2 safekeeping of the personnel files.

3 (e) Unit members shall be shown material to be placed in
4 their file and shall acknowledge by signature having seen
5 same. Such acknowledgment shall not necessarily indicate
6 agreement with the material. Unit members shall have the
7 right to respond to any material placed in the file within
8 thirty (30) days after reviewing such material. Material not
9 so treated shall be removed from the file at the unit member's
10 request, or it shall have no force or effect.

11 (f) Material not in the file may not be used against the
12 employee.

13 (g) Personnel files will be available to the appropriate
14 administrative personnel and Board members when matters of
15 promotion, retention and performance are under discussion.

ARTICLE V

Notice of Appointment, Dismissals and Vacancies

5.1 All employees will be notified of their employment status for the following year no later than April 1st. Any employee receiving subsequent notice of appointment must sign and return such notice by April 15th or the employee shall be considered as having resigned. Any employee not offered subsequent notice of appointment may request reasons in writing, and a hearing in accordance with the dictates of the New Jersey Administrative Code Title 6. Such reasons, and hearing if required, shall be granted by the Board in accordance with said code's provisions.

5.2 Unit members will be advised of newly created administrative and supervisory positions before public announcement is made.

1 ARTICLE VI

2 Group Health Insurance

3 6.1 Medical Insurance

4 The Board shall provide for each employee, beginning the first
5 of the month following the first two (2) months of employment,
6 full family coverage under Hospital Service Plan of New Jersey
7 (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).

8 6.2 Prescription Plan

9 Each employee shall receive Board initiated and funded Blue
10 Cross of New Jersey Prescription Plan (\$1.00 deductable,
11 co-pay).

12 6.3 Dental Insurance

13 Full family dental insurance shall be provided to each
14 paraprofessional member in accordance with the provisions of
15 the current master policy (Delta Dental Plan of N.J.).

16 6.4 Insurance Carrier(s)

17 Upon written request of the Board, the parties agree to
18 promptly enter into negotiations during the term of the
19 Agreement concerning the change of insurance plan(s) and/or
20 carriers and/or self insurance. In the event there is no
21 agreement on a change(s) to provide substantially similar
22 benefits, either party may invoke mediation and/or fact-
23 finding through the Public Employment Relations Commission.

1 The parties agree that any change through the aforementioned
2 processes will not include compensation for a less expensive
3 plan.

4 6.5 Retiree Coverage

5 All unit members and his/her spouse covered by this Agreement
6 on their retirement from the College shall be eligible for all
7 health insurance coverage currently in force at the unit
8 member's (or spouse's) expense and at no cost to the College.

9 In addition, effective July 1, 1987 future retirees (as
10 defined in Article XII) shall be provided insurance coverage
11 at the Board of Trustees expense, as stated hereinafter. Such
12 retirement benefit shall be operative with the effective date
13 of reception of N.J. retirement pension benefits or TIAA/CREF
14 using the same standards.

15 (a) July 1, 1987 - single coverage basic health insurance.

16 (b) July 1, 1987 - single coverage prescription insurance.

17 (c) July 1, 1988 - single coverage dental insurance.

18 (d) July 1, 1990 - retiree and spousal coverage for basic
19 health insurance, prescription and dental.

ARTICLE VII

Salaries and Deductions

7.1 Salary

The salary of employees shall be paid on a bi-weekly basis.

7.2 Requests for Deductions

Unit members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

- (a) Professional Dues
- (b) Government Bonds
- (c) Credit Union
- (d) Public Employees Retirement System
- (e) Dental Program
- (f) Any professional insurance programs
- (g) Such other as shall be mutually agreed upon by the Federation and the Board.

7.3 Representation Fee for Non-members

(a) The Federation President shall submit to the College personnel office a list of names of employees covered by this contract who are not currently dues paying members. The College, in compliance with State law and this agreement, will deduct from such employees' pay a representation fee equal to 85% of the amount set for Federation members. (This amount

1 will be determined by the Federation Treasurer, and is to be
2 paid by payroll deduction.)

3 (b) It is agreed by the parties to this Agreement that the
4 Board shall have no other obligation or liability, financial
5 or otherwise, (other than set forth herein) because of actions
6 arising out of the understandings expressed in the language of
7 this Article. It is further understood that once the funds
8 deducted are remitted to the Federation, the disposition of
9 such funds thereafter shall be the sole and exclusive
10 obligation and responsibility of the Federation.

11 (c) The Federation agrees that it has established or will
12 establish a procedure by which a non-member employee in the
13 unit can challenge the representation fee in accordance with
14 N.J.S.A. 34: 13A-5.6. In the event that a challenge is filed,
15 the deductions of the representation fee shall be held in
16 escrow by the Board pending a final resolution of the
17 challenge.

18 (d) The Federation shall indemnify and save the Board (and
19 College) harmless against any and all claims, demands, suits
20 or other forms of liability including reasonable legal and/or
21 representation fees resulting from any of the provisions of
22 this Article or in reliance on any list, notice or assignment
23 furnished under this Article.

ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month.

Sick leave is subject to medical verification if requested by the supervisor.

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the College fiscal year.

8.2 Bereavement

(a) A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law. Additional leave may be granted at the discretion of the President.

(b) In the event of the death of a member of his family other than those previously listed, a unit member shall be entitled to one (1) full day to attend the funeral.

1 8.3 Personal Leave

2 Employees may be granted two (2) days personal leave with
3 pay for bona fide personal business which cannot be handled
4 outside of regular working hours, such as:

5 (a) Real estate closing.

6 (b) Marriage of the unit member or a member of his/her
7 immediate family.

8 (c) Graduation of a member of the immediate family.

9 (d) Required appearance in court wherein the employee is not
10 party and suit with the College.

11 (e) In cases where there is a life threatening illness of a
12 unit member's spouse or child a maximum of six (6)
13 personal days may be utilized provided such illness is
14 certified by an attending physician and further provided
15 that the unit member has unused personal leave days from
16 the prior three years.

17 Request for such leave shall be in writing not less than five
18 (5) days in advance, except in the case of an emergency. In a
19 personal emergency situation the employee shall notify the
20 Supervisor as soon as possible.

ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than six (6) months prior to the effective date of such leave; notice to return must be made in writing not less than six (6) months prior to the date of return.

9.2 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Employees granted such leave must return at the start of the next academic year. During such leave benefits shall be frozen.

9.3 Leave for Personal Reasons

A leave for personal reasons of up to one year may be granted by the Board to a unit member upon mutual consent.

9.4 Leave for Professional Services

Leave to serve with AFT or its affiliates will be granted for one (1) year.

1 9.5 Leave for Study

2 Leave for undergraduate or graduate study in the unit member's
3 field will be granted for one (1) year.

4 9.6 Continuation of Benefits

5 If legal, and subject to the benefit plan, the Board shall
6 permit unit members on unpaid leaves of absence to continue
7 any and all benefits at their own expense.

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10.1 Tuition Waiver

10.2 Early Childhood Education Center

10.3 Tuition Reimbursement

(a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

1 (b) Upon successful completion of course work,
2 reimbursement will be on a per credit basis at the
3 Rutgers undergraduate rate.

4 (c) Nothing herein precludes approval by the President or his
5 designee of beneficial undergraduate courses.

6 10.4 Parking

7 Unit members may use designated reserved Faculty/Staff parking
8 area.

9 10.5 Privileges During Leave

10 All privileges in Article 10 are continued in force during
11 periods of both approved paid and unpaid leaves.

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11.1 Vacation

After 3 completed years of service	17 days
After 6 completed years of service	18 days
After 10 completed years of service	19 days
After 12 completed years of service	20 days
After 14 completed years of service	21 days

11.2 Vacation Schedule

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

ARTICLE XII

Retirement "Bonus"

12.1 A retirement "bonus" shall be \$47.00 based on an accumulated sick leave day provided that:

(a) The unit member had been employed actively by the College for twenty (20) years.

(b) The unit member must provide at least one year's prior written notice of intent to retire.

(c) The unit member retires under the New Jersey Public Employees Retirement System.

12.2 If the years of a unit member's active College service is less than 20 but at least 10 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.

12.3 The unit member may elect to defer the retirement "bonus" compensation up to 12 months.

ARTICLE XIII

Grievance Procedure

13.1 A grievance is a claim or complaint by a unit member or a group of unit members or the Federation, hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members or the Federation believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the immediate supervisor or the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within twenty-eight (28) days of the occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him.

1 (c) Within one week of date of filing, the President or his
2 designee shall meet with the Grievant or his
3 representative in an effort to resolve the grievance.

4 The President or his designee shall indicate his
5 disposition of the grievance in writing within one week
6 of said meeting.

7 (d) If the Grievant is not satisfied with the disposition of
8 the grievance by the President or his designee or if no
9 disposition has been made within the time limits in
10 paragraph (c), the grievance shall be transmitted to the
11 Board of Trustees by the Grievant by filing a written
12 copy thereof with the Secretary of said Board. The
13 Board shall, within five calendar weeks of the date of
14 filing, either allow the grievance or hold a hearing on
15 the grievance. No later than one calendar week
16 thereafter, the Board of Trustees shall indicate its
17 disposition of the grievance, in writing, to the
18 Federation. A grievance based on lack of contract offer
19 by the Board of Trustees for unit members shall be
20 handled per Article V, Section 5.1.

21 (e) If the Federation is not satisfied with the disposition
22 of the grievance by the Board of Trustees, or if no
23 disposition has been made within the period provided in
24 paragraph (d), the grievance may be submitted to

1 arbitration before an impartial arbitrator. If the
2 parties cannot agree on an arbitrator, he shall be
3 selected pursuant to the rules and procedure of the
4 American Arbitration Association, whose rules shall
5 likewise govern the arbitration proceeding. Neither the
6 Board nor the Federation shall be permitted to assert in
7 such arbitration proceeding any ground or to rely on any
8 evidence not previously disclosed to the other party.
9 No more than one (1) substantive issue may be submitted
10 to the arbitrator in a case unless otherwise agreed to
11 in writing by both parties. The arbitrator shall submit
12 a written decision within thirty (30) days of the
13 hearing setting forth his findings of fact, reasoning
14 and conclusions on the issue submitted. The arbitrator
15 shall have no power to alter, add to or subtract from
16 the terms of the Agreement. Both parties agree to be
17 bound by the decision of the arbitrator.

18 (f) Subject to (g) infra, the fees and expenses of the
19 arbitrator shall be shared equally by the parties.

20 (g) No reprisals of any kind shall be taken against any unit
21 member for participating in any grievance. If any unit
22 member for whom a grievance is filed, processed or
23 sustained shall be found to have been unjustly
24 discharged, he shall be restored to his or her former

position with full reimbursement of all compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses of the arbitration.

(h) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

(i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.

(j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.

(k) If a unit member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

(l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

1 (m) A grievance may be withdrawn at any level.
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1 13.2 Formal Grievance Procedure Form

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3 NAME _____

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5 POSITION _____

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7 DATE OF GRIEVANCE _____

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9 DATE OF FILING _____

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11 NATURE OF GRIEVANCE:

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16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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21 SIGNATURE _____

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15 DATE GRIEVANCE ALLOWED _____
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19 DISPOSITION:
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2 14.3 At the conclusion of said period, this Agreement shall
3 continue from year to year thereafter unless either party
4 shall give written notice to the other of its intention to
5 terminate, modify, or supplement this Agreement.

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7 by Virginia H. Scott
8 Chairperson, Board of Trustees

by David R. Sorkin
Federation President

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13 by Barbara A. Wallace
14 Secretary, Board of Trustees
15

by Thomas J. H. Corns
Federation Representative

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17
18 6/1/95

19 Dated

by Ann Marie Schmitt

Federation Representative

APPENDIX A
GLOUCESTER COUNTY COLLEGE
SALARY SCHEDULE
1995-98

PARAPROFESSIONALS/COORDINATORS
TWELVE MONTH EMPLOYEES

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
<u>PARAPROFESSIONALS:</u>			
Library Technician	\$20,169	\$20,698	\$21,319
Media Technician	19,147	19,650	20,240
Computer Instruction Lab Technician	19,788	20,307	20,917
Financial Aid Technician	19,788	20,307	20,917
Admissions Technician	19,788	20,307	20,917
<u>COORDINATORS:</u>			
Admissions/Recruitment	20,475	21,012	21,643
Academic Advisement	20,475	21,012	21,643
*Student Activities	20,475	21,012	21,643
Outreach/EOF	20,475	21,012	21,643

* Rates shown are for a 12 month employee. Current incumbent is a 10 month employee.